

Fill in this information to identify your case:

Debtor 1 KIM M. GARBO  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Western District of New York

Case number 21-11053  
(If known)

## Official Form 427

### Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

#### Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. Who is the creditor?	<u>THE SUMMIT FEDERAL CREDIT UNION</u> Name of the creditor																					
2. How much is the debt?	On the date that the bankruptcy case is filed \$ <u>90,639.74</u> To be paid under the reaffirmation agreement \$ <u>90,639.74</u> <u>\$1,059.55</u> per month for <u>312</u> months (if fixed interest rate)																					
3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)	Before the bankruptcy case was filed <u>4.25</u> % Under the reaffirmation agreement <u>4.25</u> % <input checked="" type="checkbox"/> Fixed rate <input type="checkbox"/> Adjustable rate																					
4. Does collateral secure the debt?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Describe the collateral. <u>99 Ilion Street, Tonawanda, New York 14150</u> Current market value \$ <u>90,639.74</u>																					
5. Does the creditor assert that the debt is nondischargeable?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.																					
6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.	<table border="0"><thead><tr><th colspan="2">Income and expenses reported on Schedules I and J</th><th colspan="2">Income and expenses stated on the reaffirmation agreement</th></tr></thead><tbody><tr><td>6a. Combined monthly income from line 12 of Schedule I</td><td>\$ <u>3,596.00</u></td><td>6e. Monthly income from all sources after payroll deductions</td><td>\$ <u>3,596.00</u></td></tr><tr><td>6b. Monthly expenses from line 22c of Schedule J</td><td>\$ <u>3,545.00</u></td><td>6f. Monthly expenses</td><td>\$ <u>3,545.00</u></td></tr><tr><td>6c. Monthly payments on all reaffirmed debts not listed on Schedule J</td><td>\$ <u>0.00</u></td><td>6g. Monthly payments on all reaffirmed debts not included in monthly expenses</td><td>\$ <u>0.00</u></td></tr><tr><td>6d. Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.</td><td>\$ <u>51.00</u></td><td>6h. Present net monthly income Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.</td><td>\$ <u>51.00</u></td></tr></tbody></table>		Income and expenses reported on Schedules I and J		Income and expenses stated on the reaffirmation agreement		6a. Combined monthly income from line 12 of Schedule I	\$ <u>3,596.00</u>	6e. Monthly income from all sources after payroll deductions	\$ <u>3,596.00</u>	6b. Monthly expenses from line 22c of Schedule J	\$ <u>3,545.00</u>	6f. Monthly expenses	\$ <u>3,545.00</u>	6c. Monthly payments on all reaffirmed debts not listed on Schedule J	\$ <u>0.00</u>	6g. Monthly payments on all reaffirmed debts not included in monthly expenses	\$ <u>0.00</u>	6d. Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.	\$ <u>51.00</u>	6h. Present net monthly income Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.	\$ <u>51.00</u>
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Debtor 1

**KIM M. GARBO**

First Name

Middle Name

Last Name

Case number (if known) **21-11053**

7. Are the income amounts on lines 6a and 6e different?

☒ No☐ Yes. Explain why they are different and complete line 10.

8. Are the expense amounts on lines 6b and 6f different?

☒ No☐ Yes. Explain why they are different and complete line 10.

9. Is the net monthly income in line 6h less than 0?

☒ No

☐ Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.

10. Debtor's certification about lines 7-9

I certify that each explanation on lines 7-9 is true and correct.

If any answer on lines 7-9 is Yes, the debtor must sign here.

**x**

If all the answers on lines 7-9 are No, go to line 11.

Signature of Debtor 1

**x**

Signature of Debtor 2 (Spouse Only in a Joint Case)

11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?

☐ No☒ Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement?☐ No☒ Yes**Part 2: Sign Here**

Whoever fills out this form must sign here.

I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this *Cover Sheet for Reaffirmation Agreement*.

**x**

Signature

ELIZABETH A. STROMQUIST

Printed Name

Date

MM / DD / YYYY

Check one:

☐ Debtor or Debtor's Attorney☒ Creditor or Creditor's Attorney

☐ Presumption of Undue Hardship  
☒ No Presumption of Undue Hardship  
(Check box as directed in Part D: Debtor's Statement  
in Support of Reaffirmation Agreement.)

**UNITED STATES BANKRUPTCY COURT**  
**WESTERN District of NEW YORK**

In re KIM M. GARBO,  
Debtor

Case No. 21-11053  
Chapter 7

**REAFFIRMATION AGREEMENT**

*[Indicate all documents included in this filing by checking each applicable box.]*

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Part A: Disclosures, Instructions, and<br>Notice to Debtor (pages 1 - 5) | <input checked="" type="checkbox"/> Part D: Debtor's Statement in<br>Support of Reaffirmation Agreement |
| <input checked="" type="checkbox"/> Part B: Reaffirmation Agreement  | <input type="checkbox"/> Part E: Motion for Court Approval  |
| <input checked="" type="checkbox"/> Part C: Certification by Debtor's Attorney                               |   |

*[Note: Complete Part E only if debtor was not represented by an attorney during  
the course of negotiating this agreement. Note also: If you complete Part E, you must  
prepare and file Form 2400C ALT - Order on Reaffirmation Agreement.]*

**Name of Creditor:** THE SUMMIT FEDERAL CREDIT UNION

- ☒ *[Check this box if]* Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the  
Federal Reserve Act

**PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR**

**1. DISCLOSURE STATEMENT**

***Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:***

**SUMMARY OF REAFFIRMATION AGREEMENT**

This Summary is made pursuant to the requirements of the Bankruptcy Code.

**AMOUNT REAFFIRMED**

The amount of debt you have agreed to reaffirm: \$ 90639.74

***The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have  
accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional  
amounts which may come due after the date of this disclosure. Consult your credit agreement.***

**ANNUAL PERCENTAGE RATE**

*[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]*

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: \_\_\_\_\_%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 4.25%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
 \$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
 \$ \_\_\_\_\_ @ \_\_\_\_\_ %.

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: \_\_\_\_\_%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 4.25%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
 \$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
 \$ \_\_\_\_\_ @ \_\_\_\_\_ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
MORTGAGE	\$90,639.74

Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

**Repayment Schedule:**

Your first payment in the amount of \$ 1,059.55 is due on 1st (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

— Or —

Your payment schedule will be: \_\_\_\_\_ (number) payments in the amount of \$ \_\_\_\_\_ each, payable (monthly, annually, weekly, etc.) on the \_\_\_\_\_ (day) of each \_\_\_\_\_ ( week, month, etc.), unless altered later by mutual agreement in writing.

— Or —

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

**2. INSTRUCTIONS AND NOTICE TO DEBTOR**

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.
7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

## YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

### Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

~~NEED TO REAFFIRM~~ Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A “lien” is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State’s law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

**NOTE:** When this disclosure refers to what a creditor “may” do, it does not use the word “may” to give the creditor specific permission. The word “may” is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don’t have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

**PART B: REAFFIRMATION AGREEMENT.**

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement: **MORTGAGE**

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURE(S):

Borrower:

KIM M. GARBO

(Print Name)



(Signature)

Date: 11/10/21

Co-borrower, if also reaffirming these debts:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Accepted by creditor:

THE SUMMIT FEDERAL CREDIT UNION

(Printed Name of Creditor)

100 Marina Drive, Rochester, NY 14626

(Address of Creditor)



(Signature)

Elizabeth A. Stromquist

(Printed Name and Title of Individual  
Signing for Creditor)

Date of creditor acceptance:

11/18/2021



**PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).**

*[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]*

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ *[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: CHRISTOPHER J. TYRPAK, ESQ.

Signature of Debtor's Attorney: 

Date: 11/16/21

**PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

*[Read and complete sections 1 and 2, **OR**, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 **and** your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]*

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$\_\_\_\_\_, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$\_\_\_\_\_, leaving \$\_\_\_\_\_ to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 (Use an additional page if needed for a full explanation.)

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: \_\_\_\_\_  
 (Debtor)

\_\_\_\_\_  
 (Joint Debtor, if any)

Date: \_\_\_\_\_

— Or —

*[If the creditor is a Credit Union and the debtor is represented by an attorney]*

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: *[Signature]*  
 (Debtor)

\_\_\_\_\_  
 (Joint Debtor, if any)

The Summit Federal Credit Union  
100 Marina Drive  
Rochester NY 14626  
(585)453-7010  
Toll Free: (800)836-7328 x7010

October 15, 2021

### Payoff Statement

Loan Number:

Investor:

01 102 102

#### Property Address

99 Ilion Street  
Tonawanda NY 14150

#### Borrower

Kim Garbo  
99 Ilion Street  
TONAWANDA NY 14150

KIM GARBO  
99 ILION STREET  
TONAWANDA NY 14150

Account Information		Amounts for Payoff	
Loan Type:	Conventional	Principal Balance:	92,022.60
Interest Calculation Method:	Conventional Loan - 365	+ Interest Due:	128.52
Estimated Payoff Date:	10/13/21	+ Deferred Interest Due:	.00
Due Date Next Payment:	11/01/21	- Unapplied Balance:	.00
Current Interest Rate:	4.25000	- T&I Balance:	1,521.12
Daily Interest Rate:	.00011644	- Subsidy Balance:	.00
Daily Interest Amount:	10.71	+ Delinquent Late Charges Due:	9.74
Number of Days Interest Due:	12	+ Calculated Late Charges:	.00
<b>Balances</b>		+ Returned Check Charges Due:	.00
T&I Balance:	1,521.12	+ Total FCL/Bank Fees Due:	.00
Delinquent Late Charges:	9.74	+ MIP/PMI Payment Due:	.00
Returned Check Balance:	.00	+ Miscellaneous Fees Due:	.00
Miscellaneous Fee Balance:	.00	- Loss Draft Balance:	.00
Unapplied Balance:	.00		
Subsidy Balance:	.00		
Deferred Principal Balance:	.00		
Calc Late Charges (Due Date to Payoff Date):	.00		
Escrow Advance:	.00		
		<b>Total Amount Due</b>	<b>90,639.74</b>
Important Information			

The information furnished is provided at your request for a possible payment in full of this loan. This information is provided as a courtesy and data is not guaranteed. If you have questions, please call the Mortgage Department.

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:

SUMMIT FEDERAL CREDIT UNION  
(THE)  
CANAL PONDS BUSINESS PARK  
100 MARINA DR  
ROCHESTER, NY 14626-9901

**Book Type: M Book: 13831 Page: 3384**

Page Count: 7

Doc Type: MORTGAGE

Rec Date: 10/16/2017

Rec Time: 11:01:01 AM

Control #: 2017208372

UserID: Sharon

Trans #: 17180639

Document Sequence Number

MTDI2017015428

Party 1:

GARBO KIM FKA

Party 2:

SUMMIT FEDERAL CREDIT UNION (THE)

**Consideration Amount: 99000.00**

Recording Fees:

RECORDING	\$55.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
MTG AFF \$5	\$5.00

BASIC MT	\$495.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$222.50
SP MT/M-RAIL	\$0.00
NY STATE TT	\$0.00
ROAD FUND TT	\$0.00

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**Total: \$797.50**

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

WARNING – THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Peggy A. Lagree  
Acting County Clerk

After Recording Return To:  
The Summit Federal Credit Union  
100 Marina Drive  
Rochester, New York 14626  
Loan Number: 2-77644371

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## SHORT FORM MORTGAGE

### DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Master Form, and in Sections 3, 11, 13, 18, 20 and 21 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Master Form.

"Master Form" means that certain Master Form Mortgage recorded in the Office of the Recorder on  
in Erie County, Book/Volume/Liber 107,  
[Recording Office]  
Page Number(s) 2318, for land situated in the County of Erie  
[Name of Recording Jurisdiction]

(A) "Security Instrument." This document, which is dated OCTOBER 10, 2017, together with all Riders to this document, will be called the "Security Instrument."

(B) "Borrower." Kim M Garbo f/k/a/ Kim M McKenzie Individual  
and Joseph P. Garbo Individual

whose address is 99 ILion Street, Tonawanda, New York 14150

sometimes will be called "Borrower"

and sometimes simply "I" or "me."

(C) "Lender." The Summit Federal Credit Union

will be called "Lender." Lender is a corporation or association which exists under the laws of

100 Marina Drive, Rochester, New York 14626. Lender's address is

Section: 53.30

Block: 4

Lot(s)/Unit No(s): 29

(D) "Note." The note signed by Borrower and dated OCTOBER 10, 2017

will be called the "Note." The Note shows that I owe Lender NINETY-NINE THOUSAND AND 00/100

Dollars (U.S. \$99,000.00)

plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by NOVEMBER 1, 2047

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(F) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(H) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

- |  |  |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider              |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Biweekly Payment Rider                      |
| <input type="checkbox"/> 1-4 Family Rider      | <input checked="" type="checkbox"/> Second Home Rider                |
| <input type="checkbox"/> Condominium Rider     | <input checked="" type="checkbox"/> Other(s) [specify]<br>Schedule A |

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Master Form.

## BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

## DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below:

(A) The Property which is located at 99 ILion Street

[Street]

Tonawanda

, New York 14150

[City, Town or Village]

[Zip Code]

This Property is in Erie

County. It has the following legal description:

"SEE ATTACHED SCHEDULE A"

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

#### **BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

#### **PLAIN LANGUAGE SECURITY INSTRUMENT**

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

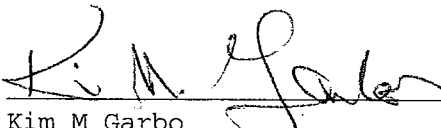
#### **MASTER FORM PROMISES AND AGREEMENTS THAT ARE A PART OF THIS SECURITY INSTRUMENT**

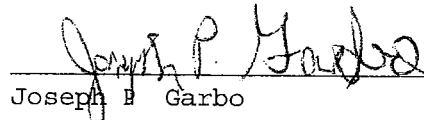
Paragraph (I) through and including paragraph (P) of the "Definitions" Section of the Master Form, and Section 1 through and including Section 25 of the Master Form, are made a part of this Security Instrument. I received a copy of the Master Form and agree to be bound by the Sections and paragraphs of the Master Form that are made a part of this Security Instrument.

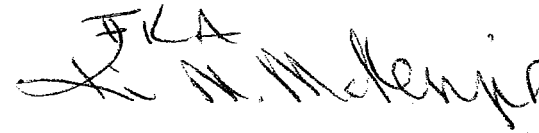
**BORROWER'S STATEMENT REGARDING THE PROPERTY [CHECK BOX AS APPLICABLE]**

- ☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.
- ☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.
- ☐ This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument (including those promises and agreements contained in the Master Form that are incorporated by reference) and in any Rider signed by me and recorded with it.

 (Seal)  
Kim M Garbo -Borrower

 (Seal)  
Joseph P Garbo -Borrower

 (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witness:

Witness:



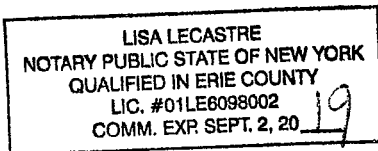
[Space Below This Line For Acknowledgment]

State of NEW YORK )  
 ) ss.  
County of Erie )

On the 10th day of October, in the year 2017, before me,  
the undersigned, personally appeared Kim M Garbo AND Joseph P Garbo

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

✗ fka ~~Kim~~ M McKenzie



(Seal, if any)

Lisa LeCastre  
Notary Public

Lisa LeCastre  
Print or Type Name

My commission expires: 9-2-2019

Tax Map Information No.:  
53.30-4-29

Loan Originator: Kim Campbell-Peters, NMLSR ID 69269  
Loan Originator Organization: The Summit Federal Credit Union, NMLSR ID 454066

NEW YORK - Single Family - Fannie Mae/Freddie Mac  
SHORT FORM MORTGAGE  
Form 3033-SF 7/07 (rev. 10/07)

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Case 1-21-11053-CLB, Doc 24, Filed 11/18/21, Entered 11/18/21 14:48:09,  
Description: Main Document , Page 17 of 19

Loan Number: 2-77644371

Property Address: 99 Ilion Street, Tonawanda, New York 14150

**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE CITY OF TONAWANDA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT NUMBER 36, TOWNSHIP 12, RANGE 8 OF THE HOLLAND LAND COMPANY'S SURVEY AND FURTHER DISTINGUISHED AS SUBDIVISION LOT NUMBER 200A AND THE EASTERLY 15 FEET OF THE SUBDIVISION LOT NUMBER 200, IN BLOCK "A", AS SHOWN ON A MAP FILED IN ERIE COUNTY CLERK'S OFFICE UNDER COVER NUMBER 1279, SITUTATE ON THE NORTHERLY LINE OF ILION STREET AND TOGETHER BEING 60 FEET FRONT AND REAR BY 120 FEET IN DEPTH, COMMENCING 225 FEET WESTERLY FROM THE INTERSECTION OF SAID NORTHERLY LINE OF ILION STREET WITH THE WESTERLY LINE OF AMSTERDAM AVENUE, AS SHOWN ON SAID MAP.

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**MORTGAGE TAX AFFIDAVIT**

STATE OF NEW YORK

)  
SS.:

COUNTY OF Erie

)

Barbara A. Unell

, being duly sworn, deposes and says that:

1. He/She is a Closing Officer employed by Boylan Code LLP and they are the residential mortgage closing attorneys for The Summit Federal Credit Union ; and
2. As an employee of Boylan Code LLP, he/she has knowledge of the facts on which this claim for exemption is based; and
3. The Summit Federal Credit Union was organized under the Federal Credit Union Act; and
4. Section 122 of the Federal Credit Union Act provides that credit unions with federal charters "shall be exempt from all tax now and hereafter imposed by the United States or by any State, Territorial, or local taxing authority," and
5. Section 501(a) of the Internal Revenue Code provides that:  
 "An organization described in subsection (c) or (d) or Section 401(a) shall be exempt from taxation under this subtitle..."  
 and Section 501(c) provides that  
 "The following organizations are referred to in subsection (a); (a) Corporations organized under Act of Congress, if such corporations are instrumentalities of the United States and if, under the Act...such corporations are exempt from federal income taxes," and
6. The mortgaged premises consists of real property improved by a structure containing not more than six residential dwelling units each with separate cooking facilities, and the mortgagee is a federal credit union; and
7. He/She hereby claims, on behalf of The Summit Federal Credit Union an exemption from payment of the special additional mortgage recording tax imposed by Section 253 (1-a) of the New York State Tax Law, as that law has been interpreted by the New York State Department of Taxation and Finance.

Barbara A. Unell  
 Name: Barbara A. Unell

Sworn to before me this 10th 13th day of  
 October, 2017

James M. Wood  
 Notary Public

JAMES M. WOOD  
 Notary Public, State of New York  
 MONROE COUNTY  
 Commission Expires May 15, 2019

Mortgagor: Kim M Garbo, Joseph P Garbo  
 Mortgagee: The Summit Federal Credit Union  
 Property Address: 99 ILion Street, Tonawanda, New York 14150  
 Mortgage Amount: 99,000.00